

b. Additionally, you or any involved "insured" must:

(1) Not assume any obligation, make any payment or incur any expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any demand, notice, summons or legal paper concerning the claim or "suit".

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

(4) Submit to an examination under oath.

2. Legal Action against Us

No one may bring a legal action against us under this policy until:

a. There has been full compliance with all the terms of this policy; and we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

3. Defense of Claims Or Suits

a. If we are required to or elect to provide a defense, we may do so by counsel of our choice.

b. If we provide a defense we will pay, with respect to any claim or "suit":

(1) All expenses we incur.

(2) Up to \$250 for cost of bail bonds because of "accidents" or related traffic law violations.

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our liability.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend. These costs will apply toward the limit of insurance.

4. Appeals

If an "insured" or "underlying insurer" elects not to appeal judgments in excess of the limit of liability or limit of insurance of "underlying insurance", we may elect to appeal such judgments at our own expense.

5. Subrogation

a. If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us.

b. Any recoveries shall be apportioned in the following order:

(1) To any interest that may have paid any amount in excess of their applicable limit of liability of or limit of insurance of "underlying insurance";

(2) To us for amounts paid under this policy; and

(3) To all other interests within our limit of liability.

c. When we have participated in the exercise of the "insured's" or the "underlying insurer's" rights of recovery, reasonable costs and expenses necessary to the recovery shall be apportioned among all parties in the proportion of their respective interests.

B. General Conditions

1. Premiums

The premium for this policy shall be computed on the basis stated in the Declarations for each day of exposure during that period, along with summarizing reports as requested by us. **The premium will be considered fully earned upon receipt and not subject to refund upon policy cancellation.**

The "Named Insured" shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. Attachment of Liability

Liability under this policy shall not attach until the limit of liability or limit of insurance of all applicable "underlying insurance" has been exhausted.

3. Coverage Territory

Under this policy, we cover "accidents" occurring within the coverage territory. The coverage territory is:

a. The United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada.

4. Bankruptcy

Bankruptcy, insolvency or receivership of the "insured", or of the "insured's" estate or any "underlying insurer" will not relieve us of our liability under this policy. In the event of bankruptcy, insolvency, or receivership of an "underlying insurer", this policy shall not apply as a replacement of such bankrupt or insolvent insurer but our limits of insurance will apply only in excess of the required limit of liability limit of insurance stated in Item 3. of the Declarations, **LIABILITY COVERAGE LIMIT OF INSURANCE.**

5. Liberalization

If we revise this policy to provide more coverage without additional premium charge, this policy will automatically provide the additional coverage as of the day the revision is effective.

6. Transfer Of Rights And Duties Under This Policy

The rights and duties of the "Named Insured" under this policy may not be transferred without our written consent.

7. Changes

This policy contains all the agreements between you and us concerning the insurance afforded.

8. Concealment, Misrepresentation or Fraud

The coverage provided under this policy for the "insured" is void in any case of fraud by the "insured" relating to it.

9. Maintenance of Underlying Insurance

"Underlying insurance" shall be maintained in full effect by you during the term of the policy. This requirement is a condition precedent to coverage.

10. Other Insurance

The insurance provided by this policy is excess over any other collectible insurance and its deductible or self-insured retention provisions available to the "insured".

11. Inspection And Surveys

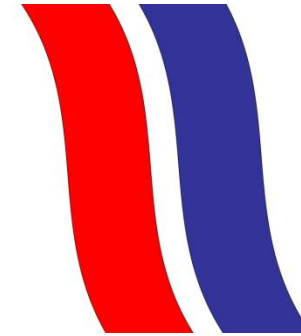
We have the right but are not obligated to:

a. Make inspections and surveys at any time, give you reports on the conditions we find and recommend changes.

**This is only a brief Description of Coverage.
If you wish to review the complete policy
please ask the rental operator.**

\$100,000 AUTOMOBILE ADDITIONAL LIABILITY POLICY

**THIS POLICY INCLUDES DEFENSE COSTS WITHIN THE
LIMITS OF INSURANCE.**



Renter's Additional Liability

**\$100,000.00 Additional
Protection**

In the Event of an Accident

1. Contact the police immediately be sure to request police report
2. Contact the rental location for assistance and to advise them of the accident
3. Go to the rental office and file the claim and sign all the necessary documents to file the claim
4. Your claim will be handled by
Corporate Claims Service
Trevose Corporate Center
4612 Street Road
Trevose, PA 19053
800-608-1010

Renters' Additional Liability is another fine counter product brought to you by Jim Schallberg Auto Rental Solutions in co-operation with GMI

DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Authorized driver" means an individual driver whose name is listed on the original "rental agreement" or designated by description, if any, in the "rental agreement".
- C. "Auto," "autos," "auto's," and "autos" means any land motor vehicle or "trailer," designed for travel on public roads and held by you for rental to others on a short-term basis (less than 12 months), or used in connection with your business of renting vehicles to others, but does not include motorcycles, motorized scooters, vehicles designed to transport more than fifteen (15) passengers, nor vehicles designed with more than one rear axle.
- D. "Bodily injury" means "bodily injury", sickness or disease sustained by a person including death due to an accident
- E. "Renter's Additional Liability" means optional excess rental liability coverage elected by a "renter" and for which premium is paid.
- F. "Family member" means a person who is a resident of the "insured's" household and related to the "insured" by blood, marriage or adoption.
- G. "Insured" means any person listed on both the policy and the rental agreement at the time of rental.
- H. "Named Insured" means the person listed in ITEM 1 of the Declarations, who has agreed to the terms and conditions of this policy.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
- J. "Property damage" means physical injury to or destruction of tangible property, including any resulting loss of use of that property.
- K. "Rental agreement" means the rental contract, pre-approved by us, under which an "auto" is rented by you ,the "renter", with a rental period not to exceed thirty calendar days.
- L. "Rental vehicle" means the "auto" described in the "rental agreement".
- M. "Renter" means the person obtaining the use of the "rental vehicle" under the terms of a "rental agreement".
- N. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.
- "Suit" includes:
1. An arbitration proceeding.
 2. Any other alternative dispute resolution proceeding.
- O. "Ultimate net loss" means all sums for which an "insured" becomes legally obligated to pay as damages for "bodily injury" and "property damage" combined. "Ultimate net loss" will be reduced by deduction for all salvage or recoveries which have been or will be paid.
- P. "Underlying insurance" means insurance listed in ITEM 4., Schedule of Underlying Insurance of the Declarations.
- Q. "Underlying insurer" means the insurance company providing "underlying insurance".

SECTION I – AUTOMOBILE EXCESS RENTAL LIABILITY COVERAGE

A. Coverage

1. We will pay on behalf of the "insured" the "ultimate net loss" in excess of the limit of liability or limit of insurance of all "underlying insurance" available to the "insured" because of "bodily injury" or "property damage" to which this insurance applies provided that:
 - a. The "bodily injury" or "property damage" results from an "accident" involving a "rental vehicle" within the "coverage territory" and occurs during the "coverage period" and the "renter" has purchased optional "excess rental liability insurance" at the time the "renter" signs the "rental agreement".
2. We have the right but not the duty to defend any "insured" against a "suit" seeking damages to which this insurance applies.

We have the duty to defend any "suit" against any "insured" to which this insurance applies when obligations to defend such "suit" by any insurer providing "underlying insurance" end because the applicable limit of liability or limit of insurance had been exhausted by payments of judgments or settlements or defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS.

We may investigate and settle any claim or "suit" we consider appropriate. Our duty to defend ends when our Limit of Insurance provided by Section I, Paragraph C. has been exhausted by payment of judgments or settlements or defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS.

B. Who Is an Insured

Provided the "renter" has purchased optional "excess rental liability insurance" at the time such "renter" signs the "rental agreement", and this purchase is reported to the Company prior to the "accident", each of the following is an "insured".

1. The "renter"; and any "authorized driver".
- Failure to decline "excess rental liability insurance" by the "renter" does not imply acceptance or binding of this coverage.

C. Limit of Insurance

Regardless of the number of "insureds", "rental vehicles", we will pay for the "ultimate net loss" and defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS, combined, resulting from any one "accident", is \$100,000.00 over the underlying insurance..

D. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" or "property damage" arising out of the use, or permitting use, of a "rental vehicle":
 - a. By any driver other than the "renter" or "authorized driver";
 - b. By any driver while under the influence of drugs or alcohol;
 - c. For any illegal purpose;
 - d. To carry persons or property for hire;
 - e. To tow or propel any other "auto";
 - f. In any race, contest, or training activity; or

- g. Off-road or on unpaved roads that are not regularly maintained for public use.
2. Liability arising out of, or benefits payable under, any:
 - a. Uninsured or underinsured motorist law;
 - b. Personal injury protection, other first party benefit law, no-fault law, or any similar law;
 - c. Medical payments provision of any policy.
3. Liability arising out of the ownership, operation or use of any "auto" which is not the covered "rental vehicle".
4. "Bodily injury" to the "insured" or any "family member", or any person who resides in the "renter's" same household.
5. "Bodily injury" to any passenger of the "rental vehicle" at the time of the "accident."
6. "Property damage" to the "rental vehicle".
7. "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
8. "Bodily injury" sustained in violation of any state-mandated seatbelt law.
9. Any obligation for which the "insured" or the "insured's" insurer may be liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.
8. "Bodily injury" to:
 - a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or the spouse, child, parent, brother or sister of that employee.This exclusion applies:

Whether the "insured" may be liable as an employer or in any other capacity; and any obligation to share damages with or repay someone else who must pay damages because of the injury but this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits.
9. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of such fellow employee's employment.
10. "Property damage" to property owned or transported by the "insured" or property in the "insured's" care, custody or control.
11. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are contained in any property that is being transported or towed.

SECTION II – EXCESS LIABILITY CONDITIONS

A. Loss Conditions

1. Duties In The Event Of an Accident, Claim Or Suit that is likely to involve this policy, you or any involved "insured" must give us or our authorized representative prompt notice of the "accident". Include:
 - (1) How, when and where the "accident" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.